

NORTH CAROLINA INDUSTRIAL COMMISSION
RALEIGH, NORTH CAROLINA

RELEASE OF TORT CLAIM UNDER GENERAL STATUTE's 143-291 *et seq.*
I.C. File No. TA-26657; A.G. File No. TC-18-00010

KNOW ALL MEN BY THESE PRESENTS, That I, DANNY J. FISHER (Plaintiff), being over 18 years of age, for the sole consideration of \$18,000.00 (Eighteen thousand dollars), to be paid by the State of North Carolina and the North Carolina Department of Health and Human Services, the payment whereof being made under the provisions of General Statutes 143-291 *et seq.*, do hereby release and discharge and by these presents do for myself, ourselves, my, our heirs, executors, administrators and assigns release and forever discharge the State of North Carolina, the North Carolina Department of Health and Human Services, and their current and former officers, employees, servants, and agents, individually and officially, including but not limited to, Vencent Dodge, and all other persons and entities, of and from any and all claims, demands, damages, actions, and causes of action of whatever kind or nature, on account of the incident complained of in Plaintiff's Affidavit that occurred on the 28th day of May, 2013, on or near the property that is located at 140 Century Road, Hampstead, North Carolina.

Plaintiff also acknowledges and agrees that all medical bills or other expenses of any kind or nature whatsoever incurred as a result of injuries sustained in said incident have been paid or will be paid out of these proceeds and Plaintiff agrees to indemnify and hold harmless the parties released hereby from any claims by any person or entity seeking the recovery of unpaid medical bills and other expenses. Plaintiff further acknowledges that no lien by any third party exists on the proceeds of this settlement, or that if any valid lien exists, Plaintiff agrees to pay the lien out of proceeds of this settlement, and agrees to indemnify and hold harmless the parties being released from any claims by any person or entity seeking the recovery of or enforcement of such liens.

Plaintiff further hereby agrees to indemnify and save harmless the released parties of and from any and all claims of any sort from any party claiming to be subrogated or to have any other type of legal or equitable claim to the proceeds or any part of the proceeds paid in exchange for this release. This indemnification extends to and includes indemnification from all costs and attorney fees that might be incurred as a result of such claim.

Plaintiff understands that this release is made as compromise to avoid expense and to terminate all controversy and/or claims for injuries or damages of whatever nature, known or unknown, including future developments thereof, in compromise of a disputed claim, and it is therefore specifically agreed that this release shall be a complete bar to all claims or suit for injuries or damages of whatsoever nature resulting or to result from said incidents.

Plaintiff hereby agrees to file a Notice of Voluntary Dismissal with Prejudice of this action within 15 days of the receipt of the proceeds of this settlement.

IN WITNESS WHEREOF, We, have hereunto set my, our, hand(s), this 8th day of September, 2018.

Defendant's Attorney


Zachary Padgett
NC DOJ
P.O. Box 629
Raleigh, NC 27602
State Bar #46610

Plaintiff


Danny J. Fisher